IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.1031 OF 2003
IN
SUMMARY SUIT NO.3033 OF 2003

Nehal C. Shah ...Plaintiff

Vs.

Hemlata Bipinchandra Shah & Ors...Defendants

Ms.Neeta Solanki i/b.M/s. Kiran Jain & Co., for the Plaintiff

None for the Defendants.

CORAM: J.H. BHATIA, J.
DATE : 2nd August,2005

P.C.:

1. Heard Ms. Neeta Solanki for the Plaintiff. Perused the affidavit and original documents filed by the Constituted Attorney for the Plaintiff.

2. The original bill of exchange was drawn by Bipinchandra Shah, Proprietor of Bipinchandra & Co., Jaliwala for a sum of Rs.50,000/- in favour of the plaintiff and agaisnt defendant No.3, who accepted the same. However, on presentation Defendant No.3 dishonoured the Bill of Exchange. Therefore, on 4th March, 2003 the said Bipinchandra Shah also issued a cheque for payment of said amount to the Plaintiff. However, before the cheque could be presented for encashment the drawer expired. The suit is brought against the legal heirs of deceased Bipinchandra. Defendant No.1 being the widow, defendant Nos.2 and 3 being sons and defendant Nos. 4 and 5 being married daughters of the deceased.

3. Affidavit and the original documents tendered by the plaintiff are taken on record and marked "X Collectively" for identification. The copy of the Summons was served on the Defendants and the Defendants also appeared, but they failed

to file any reply or apply for leave to defend the suit. As such it appears that they have no defence. In the result the suit deserves to be decreed.

4. The suit is decreed in terms of prayer clause (a) and (b). The principal amount of Rs.50,000/- shall carry future interest at the rate of 9% per annum from the date of the suit till realisation thereof.

5. Refund of court fees as per Rules.

Decree be drawn expeditiously.

(J.H. BHATIA, J.)